

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID/PROPOSAL—

(This is not an order)
BID MUST BE MADE ON THIS SHEET
OR AS OTHERWISE SPECIFIED

John Landers
NYS Office of Court Administration
25 Beaver Street, R-840
New York, NY 10004
(Agency Name and Address)

Direct Inquiries to: John Landers
Telephone No.: 212-428-2623
Email: jlanders@courts.state.ny.us

Price to include delivery to (describe exact location and method of delivery)

Per attached RFB/RFP Specifications

Table with 2 columns: Bid Number, Issue Date, Opening Date, Time and Commodity Group, Commodity Name.

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" ARE FULLY INCORPORATED HEREIN.

Table with 2 columns: Agency's Specification of item(s) Required and Bidder's Quotation and Specific Description of Item Offered.

NOTICE TO BIDDERS

Pursuant to the Rules and Regulations of the Chief Administrator for the Courts, sealed responses for furnishing the item(s) in this Solicitation will be received at the above address. When submitting a response, you must:

- 1. Complete this form in its entirety using ink or typewriter and return with all other documents.
2. Explain any deviations or qualifications if your response deviates from the specifications. If necessary, attach a separate sheet setting forth such explanations.

3. Sign the Solicitation Forms. The Bid/Proposal response must be completed in the name of the respondent (corporate or other) and must be fully and properly executed by an authorized person.

4. INDICATE THE SOLICITATION NUMBER, THE OPENING DATE AND TIME ON THE ENVELOPE CONTAINING THE SEALED RESPONSE.

5. Mail the bid/proposal response to the above agency address in sufficient time for it to be received before the specified bid opening. LATE RESPONSES WILL BE REJECTED.

BIDDER HEREBY CERTIFIES THAT THE ABOVE QUOTED (OR OTHERWISE NOTED) PRICES ARE APPLICABLE TO ALL CUSTOMERS FOR COMPARABLE QUANTITIES, QUALITY, STYLES OR SERVICES.

RESPONSES MUST BE SIGNED

Form with fields: Bidder's Firm Name, Employer's Federal Identification Number, Address Street, City, State, Zip, Bidder's Signature, Official Title, Printed or Typed Copy of Signature, Area Code/ Telephone Number, Email Address.

DOCUMENT ENCLOSURE CHECKLIST

All of the following documents and information must be fully executed and returned as specified. Failure to include any of the required documents or information may result in rejection of the bidder's proposal:

1. UCS Request for Bid Form with original signature.
2. Non-collusive bidding certificate with original ink signature - Attachment I, p.3
3. Corporate acknowledgment with original ink signature. - Attachment I, p.4
4. Vendor Responsibility Questionnaire - Attachment III
5. Disclosure of Prior Non-Responsibility Determination UCS 420, Affirmation of Understanding and Agreement UCS 421 and Termination Clause UCS 423, pursuant to the Procurement Lobbying Act - Attachment IV, 7 pages
6. Organizational Chart
7. Copies of resumes, certifications, etc.
8. List of at least three (3) references (names, contacts, addresses, phone numbers)
9. Report of findings and recommendations from the mandatory inspection/walk-through
10. Bid Sheet
11. Certificate of Insurance
12. Bidder's full and complete original bid response with signature
13. Five (5) complete copies of the original bid response, including all the above

Note: all documents requiring original signature must bear the signature of the same authorized individual. Signatory notarization must be that of the person whose signature is affixed to required documents.

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*** GENERAL SPECIFICATIONS ***

I. The RFB/RFP Process

Note to Bidders:

In addition to such other specifications and criteria as are presented herein, the **NYS Unified Court System Attachment I - Standard Request for Bid Clauses & Forms, Attachment III - Vendor Responsibility Questionnaire, and Attachment IV - Disclosure of Prior Non-Responsibility Determination UCS 420, Affirmation of Understanding and Agreement UCS 421 and Termination Clause UCS 423 pursuant to the Procurement Lobbying Act,** which must be downloaded from the UCS Contract & Procurement website under “Addenda” for the appropriate solicitation, are incorporated and made a part hereof.

Online RFB/RFP Package: Disclaimer:

Bidders accessing any UCS/OCA solicitations and related documents from the NYS UCS website www.nycourts.gov/admin/bids under “Current Solicitations” shall remain solely and wholly responsible for reviewing the respective solicitation & bid documents on the internet regularly, up to the scheduled date and time of the bid/proposal due date, to ensure their knowledge of any amendments, addenda, modifications or other information affecting the solicitation or bid documents in question.

Questions:

Questions may be addressed **in writing only**, by email or by fax, to:

John Landers
Principal Court Analyst
NYS Office of Court Administration
25 Beaver Street, R-840
New York, NY 10004

Fax: 212-428-2819 Email: jlanders@courts.state.ny.us

No questions will be accepted after 5:00 pm, on May 25, 2007. A written Questions & Answers (Q&A) will be distributed at the mandatory pre-bid conference. Any questions raised at the pre-bid conference and their answers will be incorporated in a revised Q&A which will be sent only to those bidders who attended the mandatory pre-bid conference.

Important: All questions regarding this solicitation must be directed solely to the attention of the above-designated person. Contact by any prospective bidder, or any representative thereof, with any other personnel of the UCS/OCA in connection with this RFB/RFP may violate the Procurement Lobbying Act of 2005 (see Attachment IV) and will jeopardize the respective bidder’s standing and may cause rejection of its proposal.

Bid Response/Proposal: Original and Copies:

Bidders shall submit all the following required original RFP documents: Bid/Proposal; executed RFB/RFP Form; Attachment I - pages 3 and 4 of 10 only; Attachment III - Vendor Responsibility Questionnaire; Attachment IV - Disclosure of Prior Non-Responsibility Determinations UCS 420, Affirmation of Understanding and Agreement UCS 421 and Termination Clause UCS 423; and any other required

documentation, brochures, etc. listed on the Document Enclosure Checklist. Failure to provide all original documents or the failure to provide the requested number of copies may result in disqualification of a bidder's response.

Binding Duration of Bid/Proposal on Bidders:

All bids/proposals shall remain binding on bidders until such time as OCA provides written notification of its intent to award the contract to a specific bidder or until the bidder withdraws its bid/proposal in writing, whichever occurs first.

Packaging, Identifying and Delivering of Bids/Proposals:

Bidders may **not** submit their bid/proposal responses online. All bid/proposal submissions must be securely contained in a sealed package or carton and **clearly labeled** in large block letters on two sides as follows:

“Deliver immediately to John Landers R-840" and
“Sealed bid - Do not open” and
”OCA/RM-124 due June 14, 2007 at 3:00 p.m.”.

Bids/Proposals must be **clearly addressed and submitted** to:

John Landers
Principal Court Analyst
NYS Office of Court Administration
25 Beaver street, R-840
New York, NY 10004

Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please note that the bid/proposal must be received by the above-named OCA designated person by June 14, 2007 at 3:00 pm at the latest, or the bid will be declared a “late bid” and will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

No-Bid:

Bidders are requested to send a no-bid letter to OCA, attn: John Landers, at the above address, should they decide not to answer this solicitation. The envelope shall be clearly marked in the lower left corner as follows: OCA/RM-124.

Rejected and Unacceptable Proposals:

The OCA reserves the right to reject any and all proposals or bids submitted in response to this solicitation.

In addition, OCA may reject any bids/proposals from any bidders who are in arrears to the State of New York upon any debt or contract; or who have previously defaulted on any contractual obligations, (as surety or otherwise), or on any obligation to the State of New York; or who have been declared not responsible or disqualified by any agency of the State of New York; or who have any proceeding pending against them relating to the responsibility or qualification of the bidders to receive public contracts.

Estimated Quantities:

Any quantity specified in this RFP constitutes an estimate only, and accordingly, no commitment or guarantee to reach any specified volume of business is made or implied. Accordingly, the award shall be for an estimated quantity term agreement.

References:

Each bidder must provide at least three references, including for each reference the company/agency name, complete address, contact name, title and telephone number and email address, for whom the bidder has provided similar services at any time during the past three (3) years.

II. RFP # OCA/RM-124

Purpose and Scope:

The New York State Unified Court System (hereafter "UCS") Office of Court Administration (hereafter "OCA") Office of Records Management (hereafter "ORM") is soliciting sealed bids to establish a single, estimated quantity term agreement to provide maintenance and repairs of the HVAC /air conditioning equipment located in the OCA storage space at the Brooklyn Army Terminal (hereafter "BAT"). This equipment consists of:

- Twenty-four (24) 5HP/each Liebert Challenger 3000 Units, Model # BK061G-AAEI
- Eight (8) 15-ton/each Liebert Glycol Dry Coolers, Mod. # PDD-333-A2SS
- Tow (2) 10HP/each Skymark Packaged Units, Mod. # VAC-120E34B-B

Term of Award:

A single estimated quantity term contract will be awarded for an initial term of 3 years starting on or about September 1, 2007. The OCA/ORM reserves the right to renew for an additional two (2) one (1)-year periods at the same terms, conditions except pricing. The original contract and all renewals are subject to the approval of the NYS Attorney General and the NYS Comptroller.

Qualifications:

Bidder's response must document its current and ongoing experience in providing the full range of services contained in this RFP's specifications or the response may be rejected. To be considered, bidder must have been in the commercial HVAC business for a minimum of five (5) years and must have all the equipment needed to perform the services described herein.

The response must document that bidder and all its employees have all the certifications and licenses relating to the performance of the services described herein that, in accordance with current industry standards, are required by all relevant professional organizations and governmental authorities. Bidder must also document that its employees are well trained and thoroughly skilled in the performance of the required HVAC services. Technicians who will be performing repairs or replacing major components

must have a minimum of three (3) years' experience.

Bidder shall provide an organizational chart identifying the names and titles of the Account Manager and team members responsible for the Unified Court System's account. The Account Manager's business address, phone and fax numbers as well as e-mail address should be provided. For each team member, including technicians, bidder shall list his/her position, responsibility, education, certification or license if any, and relevant experience for the past three (3) years. Bidder shall provide copies of resumes, as well as copies of licenses/certifications if any, for each technician assigned to the OCA/ORM account; the awarded contractor shall provide copies of resumes as well as copies of licenses/certifications if any, for those technicians it hires during the course of the contract, who will be assigned to the OCA/ORM account. The OCA/ORM Representative shall have the right to reject any specific technicians whose qualifications and/or work performance he or she determines to be inadequate, both at the start of and during the term of the contract.

Mandatory Inspection/Walk-Through:

Prior to the mandatory pre-bid conference each bidder, **on an individual basis and by appointment**, is **required** to conduct an initial inspection of all equipment listed in the Inventory Listing. **This inspection must be completed by May 23, 2007 at the latest. Bidders will be asked to sign in. Bidders must include in their proposal a report indicating their findings and recommendations as a result of the mandatory inspection.** Failure to do so will disqualify bidders' response.

In order to carry out its inspection, each bidder will be walked-through the facilities. **No questions will be entertained during the mandatory inspection.** All questions must be submitted in writing by May 25, 2007 at 5:00 pm (See "Questions") and will be answered at the Mandatory Pre-bid Conference. **PLEASE CONTACT JOHN LANDERS AS SOON AS POSSIBLE TO SCHEDULE YOUR INDIVIDUAL MANDATORY WALK-THROUGH.**

Mandatory Pre-Bid Conference:

A **mandatory pre-bid conference** at the Brooklyn Army Terminal storage facilities is scheduled on **May 31, 2007 at 10:00 am**. The meeting point is the Brooklyn Army Terminal, Building A, 4th Floor, 140 58th Street, Brooklyn, NY 11220. Bidders should allow approximately three (3) hours for the pre-bid conference, which will include an additional group walk-through and a sit-down questions and answers session. This pre-bid conference will be bidders' last opportunity to raise questions. Bidders will be asked to sign-in. Bidders must attend this pre-bid conference or their bid responses will be disqualified.

Pricing:

Bidder shall quote its monthly maintenance rates, its per hour labor rates, and its overtime rates on the attached Bid Sheet.

Monthly maintenance rates shall include labor, supervision, transportation, parts and materials.

Replacement cost of any consumable item required for maintenance, including but not limited to, belts, filters and hoses, oils, lubricants and refrigerants, shall be included in bidder's monthly service rate. Should any item fail within thirty (30) days after service is completed and repeat service is required, the corrective parts, materials and labor shall be provided at no additional cost to the UCS.

Replacement parts: Bidder shall quote its per unit price for each of the parts listed on the bid sheet, including compressors and electronic components. The price for parts shall include shipping and

installing. These prices will not be part of the computation of the total cost of the maintenance services program but they will be considered in the overall evaluation of proposals received. All replacement parts shall be covered by their manufacturer's warranty (See "Warranties").

Labor: Bidder shall quote its **per hour labor rate** to cover repairs not covered by Preventive Maintenance (see Technical Specifications below) and emergency services during:

- Regular business hours Monday through Friday from 9:00 am to 5:00 pm
- Extended hours Monday through Friday before 9:00 am and after 5:00 pm
- National holidays, Saturdays and Sundays.

The OCA/ORM shall not compensate for travel time nor mileage.

Pricing shall be net of taxes (UCS as a State entity is tax exempt).

The initial 3-year term total cost of the maintenance services program shall include all services and parts required to perform the HVAC maintenance (See "Pricing/Monthly Maintenance Rates" and "Preventive Maintenance/Monthly inspection and work") listed in this RFB's technical specifications.

Price Increases

1. **Contract's initial term**: All prices shall remain **firm** throughout the initial 3-year contract period.

2. **Renewal Period(s): Reasonable, necessary and documented** cost increases to the contractor for any **renewal period may be considered** for approval by OCA/ORM subject to the following:

a. Only those increases applicable to materials, parts, and supplies, as the result of increases levied by the manufacturers, will be considered.

b. The cost increases must not exceed the change in CPI from the twelve (12) months preceding the renewal period starting date.

c. No increases associated with labor costs will be considered.

d. Contractor must submit a written request to OCA for allowable increase(s) at least forty-five (45) days prior to the end of the initial contract period. Written requests shall be accompanied by any/all supporting documentation showing price increase(s) at the manufacturer's level, including manufacturer's invoices at the time of the beginning of the awarded contract and at the time of contractor's request for a price increase.

Awarded vendor shall send its written request to:

John Landers
Principal Court Analyst
NYS Office of Court Administration
25 Beaver Street, R-840
New York, NY 10004

Price decreases:

Awarded contractor shall extend to the UCS any price decreases applicable to materials, parts, and supplies levied by the manufacturers. Contractor shall present such decrease in writing with supporting

documentation to the UCS at any time during the contract's initial and/or renewal periods as soon as contractor benefits from such manufacturer's price decrease(s).

Method of Award:

A single contract will be awarded to the responsible bidder who scores the highest total points for the following categories:

- 1. Cost:** Lowest cost gets maximum points; next lowest cost gets a fraction of points **Max. 50 points**
Formula: (lowest \$ cost/2nd lowest \$ cost, etc.) x max. points = points
Example: lowest = \$100 30 points; 2nd lowest = \$125
\$ 100 : \$125 = 0.8
0.8 x 30 = 24
Lowest = 30 points; 2nd lowest = 24 points
- a. Total maintenance cost for the initial 3-year term** **Max. 20 points**
Monthly maintenance rate x 36 months
- b. Average cost of replacement parts** **Max. 15 points**
Lowest simple average gets max. points; next lowest average gets a fraction of points.
- c. Labor rates for Repairs and Emergency Services** **Max. 15 points**
Monday - Friday 9:00 to 5:00 7 points
Monday - Friday extended hours 4 points
National holidays, Saturdays & Sundays 4 points
Lowest rate gets points as indicated
Next lowest rate gets a fraction of points
- 2. Inspection report** **Max. 15 points**
Accuracy and details of recommendations [scale 1 - 15] 15 points
- 3. Overall financial and organizational resources and experience** [scale 1 - 5] **Max. 15 points**
Number of years in commercial air-conditioning 5 points
Number of licensed technicians available for UCS jobs 5 points
References 5 points
- 4. Response time in an emergency** [scale] **Max. 20 points**
Monday - Friday 9:00 to 5:00 8 points
Monday - Friday extended hours 6 points
National Holidays, Saturdays and Sundays 6 points
- Total Points Max. 100 points**

In addition to the evaluation criteria set forth above, bidder shall be defined as "responsible" in accordance with, but not limited to, compliance with this RFP's specifications, references, past performance history, financial stability and any other criteria necessary and reasonable to establish the bidder's responsibility.

Repairs and Emergency Services:

If repairs are needed beyond the parts and services listed in the Technical Specification in paragraph “Preventive Maintenance/Monthly Inspections and Work”, the awarded contractor shall perform such repairs and charge for parts and labor according to this RFB’s specifications.

The awarded contractor shall provide the UCS/ORM with an toll-free telephone number to call for repairs and emergency services, twenty-four (24) hours a day, seven (7) days a week. In case of an emergency that occurs Monday - Friday between 9:00 am and 5:00 pm, as deemed by the UCS/ORM, the awarded contractor’s technician(s) shall be on site at the BAT within three (3) hours of having received the call. Bidders shall indicate their response time in an emergency arising during extended hours as well as national holidays and Saturdays and Sundays. The OCA/ORM Representative, who shall be entitled to request a free estimate of the repairs required or recommended, is authorized and required to approve required repairs before they are made.

Replacement Parts:

The awarded contractor shall provide and replace all parts, materials, supplies and lubricants conforming to the manufacturer’s part number and instructions. All replacement parts shall be of the original manufacturer, or if not available, of substitute new manufacturer, but always equal to or better than the part being replaced.

Work Orders:

After completing each inspection, maintenance, and/or repair call, the awarded vendor shall submit to the OCA/ORM Representative a work order stating the unit(s) information (model and serial numbers, manufacturer, location) and shall provide an itemized listing of all parts replaced, the number of man/hours worked, and any other information pertinent to the proper maintenance of the system. (See “Payment” below).

Payment:

A work order, including the information set forth above, will be attached to each invoice. Labor shall be paid at the rates quoted in the bid proposal.

Invoices for maintenance shall be submitted on a monthly basis in arrears. Invoices for repairs shall be billed on a Time & Materials basis. All invoices, once approved by OCA/ORM, shall be paid in the normal course of state business.

Invoice back-up documentation shall include:

1. A copy of the work order (service ticket) signed by the OCA/ORM Representative.
2. Itemized work time and date of service with the labor charges (including rates) clearly shown.
3. Itemized list of vendor supplied materials.

Safety:

The awarded contractor shall warrant that the machinery, equipment and other materials required for the performance of the services specified herein comply with all provisions of the Occupational Safety and Health Act in effect at the time service and/or repairs are performed. The awarded contractor shall also warrant that each and every chemical substance contained in the products/parts used comply with the

Toxic Substance Control Act (PL94-469) in effect at the time of service/repairs. The awarded contractor further warrants that all materials required for the performance of the contract that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order, will be packaged, labeled, marked and shipped in compliance with all applicable laws and regulations, including but not limited to those specified above.

Removal of Hazardous Materials:

The awarded contractor shall be responsible for cleaning, removing and disposing of all hazardous materials that are required to operate the HVAC system or are otherwise encountered by the awarded contractor in the maintenance of the system. These hazardous materials may include, refrigerants, oils, lubricants, glycol, freon, cleaning products, solvents, brazing, brazing fumes, solders, and any mold and microbiological organisms or agents of any kind, whether organic or inorganic, as well as asbestos encountered in the process of maintaining and repairing the HVAC system. The awarded contractor will be responsible for obtaining and maintaining throughout the contract term any certifications or licenses that may be required by any state, federal or local authorities to remove and dispose of such materials. The awarded contractor must be licensed by the New York State Department of Labor to remove and dispose of asbestos.

Cleaning:

Upon completion of a regular maintenance call or repair service, the awarded vendor shall leave the work area broom-clean and free of all materials, debris and equipment. In addition, the awarded contractor shall dispose of all defective materials removed in the performance of maintenance service and repairs.

Damage to Existing Property:

The awarded contractor shall be held responsible for any damage it causes, in whole or in part, to any existing structures, work, materials, equipment at the BAT, as well as to any records of the OCA/ORM stored at the BAT.

If damage or loss occurs as a result of the actions of the awarded contractor or its employees, the UCS has the right to withhold monies from the awarded contractor equivalent to the costs of the damage sustained until the site of the damage or the damaged item is returned to its pre-damaged condition, either by repair or replacement, as chosen by UCS. The value of any damaged or lost items shall be its full replacement value and UCS shall not be liable for any deductible applicable to any damage claim.

Warranties:

Upon completion of maintenance service or repairs, the awarded contractor shall warrant that the unit shall operate at maximum efficiency, that labor shall be warranted for a one (1) year period from the date the maintenance and/or repairs are performed and that all parts and equipment shall be warranted for a ninety (90) day period after the maintenance and/or repairs are performed or for the manufacturer's warranty, whichever is longer. The warranty for compressors shall be five (5) years. The awarded contractor shall perform all such repairs to parts and equipment under both standard and extended manufacturer's warranties at no additional cost to OCA/ORM, both during the contract term and after the contract has expired, if such warranties are still in effect. The UCS shall be entitled to receive the benefit of all warranties available for all parts replaced by the awarded contractor.

Unforeseen Events:

Bidder should specify in its proposal what its policy is regarding the provision of services during a labor strike, a national emergency or disaster, a fire or other natural disaster.

UCS Responsibilities:

The OCA/ORM shall promptly notify the awarded contractor of any unusual operating conditions. Storage space will be provided at the BAT for parts, tools and equipment belonging to the awarded contractor, if such space is available.

An OCA/ORM Representative must be on site at the time service and/or repairs are performed by the awarded contractor and technicians will be required to check in and out of the facilities with the OCA/ORM Representative.

Subcontracting:

No subcontracting is allowed.

Independent contractor status:

It is expressly understood and agreed that the awarded contractor's status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the contractor is an employee of the UCS, OCA or the State of New York. The awarded contractor shall be solely responsible for the work, assignment, compensation, benefits and personal conduct of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or the State of New York to persons, firms, consultants or corporations employed or engaged by the awarded contractor either directly or indirectly in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions, liabilities, obligations or taxes of any nature including, but not limited to, unemployment, disability and workers' compensation insurance of the awarded contractor or any of its employees or subcontractors.

Release of Liability:

The awarded contractor must will agree to defend, indemnify, and hold harmless the NYS Unified Court System against any losses, damages, costs and expenses which it may hereafter suffer or pay out by reason of any claims, actions and rights of action in law or equity, valid or invalid, arising out of damage occurring to or suffered by any person or persons, that is caused in whole or part by the awarded contractor or any of its officers, employees, agents or representatives or any person, firm, or corporation directly or indirectly employed or engaged by the contractor.

Liability Insurance:

Bidders must include with their response evidence of Commercial General Liability Insurance coverage from an insurance carrier licensed to do business in New York in the minimum amount of \$1,000,000.00 for each occurrence or in the dollar amount as required by law, whichever is greatest. A copy of the Certificate of Insurance issued by bidder's carrier will be sufficient proof of such insurance coverage. All insurance coverage shall be at no cost to the UCS and shall remain in force throughout the period a contractual agreement exists with UCS.

Compliance with Laws:

Awarded contractor must be compliant with all applicable federal, state and local laws, rules and regulations, including the health and safety codes, prior to and during the provision of all services under the contract resulting from this RFP. Said compliance shall include, but not be limited to, compliance with all EPA and OSHA regulations pertaining the refrigerant and refrigerant containers of HVAC systems.

Financial Stability:

Upon request by OCA, each bidder shall provide a copy of its financial filings as audited by a certified auditing firm for the past three consecutive years, as well as copies of the bidder's last three annual reports.

Termination:

In the event of the early termination of the contract for any reason, UCS shall be obligated only for the services rendered up to and including the effective date of termination. In no event shall UCS be liable for any termination charges.

Early termination of the awarded contract for cause may result in the awarded contractor both being declared "non responsible" by the UCS/OCA, pursuant to the UCS and Office of the State Comptroller guidelines on vendor responsibility and in the vendor's removal from the UCS/OCA's bidders list for future solicitations.

*** TECHNICAL SPECIFICATIONS ***

Definition of Maintenance:

Maintenance includes, but is not limited to: checking, testing, cleaning, lubricating, replacing or installing any HVAC component, unit, piping, insulation, duct work, belts, control system, wiring to main panels, conduit, cooling towers, filters and any other ancillary equipment associated with the complete HVAC system. Maintenance shall also be required for all UCS cooling systems located at BAT.

Preventive Maintenance/ Monthly Inspections and Work:

Inspection of the air conditioning system for preventive and corrective maintenance shall be performed on a monthly basis, approximately every four (4) weeks; the interval between inspections must be a minimum of three (3) weeks but shall not exceed five (5) weeks. Inspections and maintenance calls will include, but not be limited to the following:

1. Inspecting, detecting and repairing refrigerant gas (freon), glycol, and water leaks.
2. Recharging with refrigerant gas (Freon) when needed.
3. Maintaining and repairing extended water and glycol lines when necessary.
4. Maintaining adequate lubricant levels in all equipment and all moving parts, including but not limited to fans, bearings, belts, linkages, valves, etc. Checking the performance of all components including the safety controls and operating pressure. Recording operating pressures and cooling temperatures variants.
5. Checking and/or replacing belts and hoses. Belts must be checked for proper tension and line.
6. Checking the performance of all components, including the safety controls and operating pressure. Recording operating pressures and cooling temperatures variants.
7. Providing and installing all new air filters and hi-efficiency, pleated, filters for all A/C units and dry coolers, as well as providing and replacing any other materials necessary to the proper functioning of the filters. There shall be no limitations to changing filters. Filters for glycol units must be changed at least monthly. The HVAC filters shall be changed as needed.
8. Checking and adjusting blower components.
9. Checking heat lamps for proper operations.
10. Cleaning of evaporator and/or condensing coils.
11. Cleaning units coils and air handlers when necessary.
12. Cleaning drip pans, existing ducts and grills, as well as any clogged lines.
13. Chlorine tablets shall be added, as required, to all HVAC systems.
14. Seasonal changing-over of cooling and heating elements and systems: checking the entire air conditioning system to make it operative for the summer; switch to heating cycle for the winter as well as drain water from the system and pump down refrigeration cycle so as to store refrigerant in appropriate receivers.
15. Maintaining all electrical equipment, including checking the electrical wiring, terminals, contacts and controls, and all thermostats, and maintaining water supply and drainage fixtures and equipment, that are part of the HVAC system.
16. Checking motor amperages to avoid overloads.
17. Repairing, replacing and calibrating pneumatic (switching gages for pumps) controls.

List of Equipment

Twenty-four (24) 5HP/each Liebert Challenger 3000 Units, Model # BK061G-AAEI
Eight (8) 15-ton/each Liebert Glycol Dry Coolers, Mod. # PDD-333-A2SS
Two (2) 10HP/each Skymark Packaged Units, Mod. # VAC-120E34B-B

BID SHEET

COST

1. Monthly service rate \$ _____ x 36 months = Total maintenance cost for initial term
 \$ _____

2. Replacement Parts: Price per unit
 Price to include shipping and installing

| | |
|-----------------------|----------|
| Condensate pump | \$ _____ |
| Fan blower | \$ _____ |
| Fan housing | \$ _____ |
| Fly-wheel | \$ _____ |
| Motor mount | \$ _____ |
| Compressor | \$ _____ |
| Circuit conductor | \$ _____ |
| Transformer | \$ _____ |
| Belt pulley | \$ _____ |
| Bearing/shaft | \$ _____ |
| Humidifier lamp | \$ _____ |
| Heating coil element | \$ _____ |
| Solenoid valve | \$ _____ |
| Control circuit board | \$ _____ |
| LCD display board | \$ _____ |

3. Labor for Repairs and Emergency Service:
 (Rate on a per hour basis)

| | |
|------------------------------------------|----------|
| Monday - Friday 9:00 am to 5:00 pm | \$ _____ |
| Monday - Friday Extended hours | \$ _____ |
| National Holidays, Saturdays and Sundays | \$ _____ |

RESPONSE TIME - EMERGENCY CALL

| | |
|------------------------------------------|-------------|
| Monday - Friday 9:00 am to 5:00 pm | _____ hours |
| Monday - Friday Extended hours | _____ hours |
| National Holidays, Saturdays and Sundays | _____ hours |

Company Name: _____

Authorized Officer's Name and Title:

Signature: _____

Date: _____